

FILED

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

2013 SEP 18 PM 3:06

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS

UNITED STATES OF AMERICA,

NO. SA-13-CR-00587-XR

Plaintiff,

S U P E R S E D I N G
I N D I C T M E N T

V.

OSCAR GILBERTO RODRIGUEZ, (1)

IRENE AVINA MORALES, (2)

FERNANDO JOSE DE LEON, (3)

Defendants.

[18 USC 371, Conspiracy; 18 USC 1341, Mail fraud; 18 USC 1343, Wire fraud; 18 USC 1952, Use of mail/interstate facility in aid of unlawful activity; 18 USC 1956(a)(1)(B)(i), Laundering monetary instruments; 18 USC 666(a)(1)(B) & (a)(2), Bribery concerning program receiving federal funds; 18 USC 1001(a)(2), False statement to FBI; 18 USC 1512(b)(1)&(3), Obstruction of justice]

THE GRAND JURY CHARGES:

Rapid Permit Services

COUNT ONE

[18 U.S.C. § 371]

1. The City of San Antonio implemented land development codes, regulations, and policies through the Planning & Development Services Department. This department reviewed developer plans for compliance, issued and denied permits for development activity, inspected projects, and granted and denied requests for authority to develop within the City.

2. City ordinances and codes prohibited City employees from accepting or agreeing to accept gifts or benefits from any individual or entity doing business with the City or seeking to do business with the City. Gifts of nominal value, specially

defined gifts, and meals of less than \$50 were exempted. Yearly, employees were required to disclose the name of any business entity in which the employee held an economic interest, the name of each source of income of more than \$5,000, and the name of each person or business entity from whom the employee received a gift of more than \$100.

3. Texas Penal Code, Section 32.43 Commercial Bribery, made it a crime for any person who was a fiduciary to knowingly solicit, accept, or agree to accept any benefit from another person on agreement or understanding that the benefit would influence the conduct of the fiduciary in relation to the affairs of his beneficiary and made it crime for any person to offer, confer, or agree to confer such benefit.

Fiduciary meant an agent or employee of the beneficiary.

Beneficiary meant a person, association, or corporation for whom a fiduciary was acting.

4. Texas Penal Code, Section 36.02 Bribery, made it a crime for a person to knowingly offer, confer, or agree to confer on another, or solicit, accept, or agree to accept any benefit either as consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion as a public servant, or as consideration for a violation of a duty imposed by law on the public servant.

5. Texas Penal Code, Section 36.08 Gift to Public Servant

by Person Subject to His Jurisdiction, made it a crime for a public servant in an agency performing regulatory functions or conducting inspections or investigations to solicit, accept, or agree to accept any benefit from a person or corporation the public servant knew to be subject to regulation, inspection, or investigation by the public servant or his agency or for a public servant who had administrative authority, who was employed by or in a tribunal having administrative authority, or who participated in the enforcement of the tribunal's decision to solicit, accept, any benefit from a person the public knew to be interested in or was likely to become interested in any matter before the public servant or tribunal.

6. Texas Penal Code, Section 36.09 Offering Gift to Public Servant, made it a crime for any person to offer, confer, or agree to confer any benefit on a public servant that the person knew the public servant was prohibited by law from accepting.

7. Defendant Oscar Gilberto Rodriguez was employed by Pape-Dawson Engineers, Inc. (Pape-Dawson), a San Antonio corporation providing professional engineering services for land development, transportation, water resources, and environmental projects. Defendant Rodriguez managed certain projects of the firm under the supervision of an engineer. Defendant Rodriguez was a fiduciary of Pape Dawson and was obligated to be honest and loyal, to disclose all facts that his employer was entitled to

know, and to safeguard its information, property, and money.

8. Defendant Fernando Jose De Leon was the Assistant Development Services Director of the Land Development Division, within the City's Planning & Development Services Department. Defendant De Leon was a fiduciary of the City and was obligated to be honest and loyal, to disclose all facts that the City was entitled to know, and to safeguard the City's information, property, and money.

9. Permit expeditors were consultants hired by developers, engineering firms, and contractors to communicate with the City and to facilitate the permitting process. J. G. and L. O. were permit expeditors and operated their own businesses.

10. Rapid Permit Services (RPS). On March 3, 2004, Defendant De Leon's mother, a resident of Laredo, Texas, using her maiden name Marquez, filed an assumed name affidavit in Bexar County stating a business or professional service would be conducted under the name Rapid Permit Services with a post office box address in San Antonio. Defendant De Leon's mother, using her maiden name Marquez, opened a Rapid Permit Services bank account. In September 2005, Defendant De Leon's sister, using her married name Lopez, incorporated Rapid Permit Services Inc. and opened a new RPS bank account.

11. San Antonio National Bank was a national bank chartered by the Comptroller of the Currency, a member bank of the Federal

Reserve System, and an insured depository institution the accounts of which were insured by the Federal Deposit Insurance Corporation. On or about April 25, 2008, the bank agreed to loan a company owned by M. P. \$1,803,375 based upon construction draw requests to be submitted by M. P. M. P. represented to the bank that the loan proceeds would be used to fund infrastructure construction costs of Sundown Canyon, a proposed residential development in San Antonio.

12. Beginning in or about 2004 and continuing until in or about 2009, in the Western District of Texas, Defendants,

OSCAR GILBERTO RODRIGUEZ,
FERNANDO JOSE DE LEON,

and others, willfully conspired:

- a. To commit mail fraud in violation of 18 U.S.C § 1341;
- b. To commit wire fraud in violation 18 U.S.C. § 1343;
- c. To use the United States mail and facilities of interstate commerce to facilitate unlawful activity in violation of 18 U.S.C. § 1952(a)(3);
- d. To commit bank fraud in violation of 18 U.S.C. § 1344;
- e. To make false statements to influence lending decisions of a federally insured bank in violation of 18 U.S.C. § 1014; and
- f. To launder monetary instruments in violation of 18

U.S.C. § 1956(a)(1)(B)(i).

13. The essence of the Defendants' conspiracy and scheme was to defraud and steal money from Pape-Dawson and its clients through RPS, a hoax company purporting to do permit expediting work on Pape Dawson projects. To carry out the conspiracy and scheme, the Defendants would submit false and fraudulent RPS invoices to Pape Dawson and would exchange bribes - in return for Defendant Rodriguez violating his duties to Pape Dawson and helping steal its money, Defendant De Leon and RPS would funnel Rodriguez' share of stolen money to him; in return for Defendant De Leon violating his duties to the City and helping steal Pape Dawson's money, Defendant Rodriguez and RPS would funnel stolen money to De Leon.

14. The manner and means of the conspiracy and scheme was as follows:

a. Defendants Rodriguez and De Leon would cause De Leon's mother and sister to sign an assumed name affidavit for RPS, to incorporate RPS, to open RPS bank accounts, and to lease an RPS post office box;

b. Defendant Rodriguez would solicit Pape-Dawson and the firm's clients to hire RPS as a permit expediter for client projects;

c. Defendant Rodriguez would hire actual permit expediting businesses to perform actual permit expediting

services, including J. G. and L. O.;

d. Defendant De Leon would push City officials and employees to expedite permitting issues identified by Defendant Rodriguez;

e. Defendant Rodriguez would receive invoices from the actual permit expediting businesses for services performed and would inflate those charges in creating false and fraudulent RPS invoices;

f. Defendant Rodriguez would initial RPS invoices indicating to Pape-Dawson that the charges were valid and should be billed to the client, would urge Pape-Dawson supervisors to approve payment of the RPS invoices, would represent to Pape-Dawson personnel that RPS was owned by L. O., and would urge the accounting department to expedite checks to RPS; and

g. Defendant DeLeon would monitor the RPS post office box for checks, bank statements, and other correspondence, would maintain the RPS checkbook, would sign his mother's and sister's names on checks payable to RPS and on RPS checks, would withdraw and spend RPS money through checks and automatic teller machine withdrawals of currency, and would deliver RPS checks to Defendant Rodriguez;

15. It was a part of the conspiracy and scheme that Pape-Dawson would be defrauded, would pay the inflated RPS invoices, and would in turn charge clients for the inflated costs of the

permitting services and obtain payment.

16. It was a part of the conspiracy and scheme that Defendant Rodriguez would violate his fiduciary duties of loyalty, honesty, and disclosure to Pape-Dawson and would lie about and hide his involvement with RPS.

17. It was a part of the conspiracy and scheme that Defendant De Leon would violate his fiduciary duties of loyalty, honesty, and disclosure to the City and would lie about and hide his personal financial involvement in RPS and his personal financial involvement in matters regulated, inspected, and investigated by the City and Defendant De Leon.

18. It was a part of the conspiracy and scheme that Defendant Rodriguez well knew that development and permitting matters of Pape-Dawson and its clients were subject to regulation, inspection, and investigation of the City and Defendant De Leon, that he would use RPS to confer bribes and benefits to Defendant De Leon in violation of Texas law, and that Defendant Rodriguez would accept commercial bribes from and through RPS to influence his conduct as a fiduciary of Pape Dawson and its clients.

19. It was a part of the conspiracy and scheme that Defendant De Leon well knew that Pape-Dawson development and permitting matters were subject to the regulation, inspection, and investigation of the City and himself, that he would use RPS

as a vehicle to accept bribes and benefits in violation of Texas law, and that he would make and facilitate commercial bribes to Defendant Rodriguez to influence Rodriguez' conduct as a fiduciary of Pape Dawson and its clients.

20. It was a part of the conspiracy and scheme that Defendant De Leon would repeatedly violate his legal and fiduciary duties to the City by filing false disclosure reports, by accepting and agreeing to accept prohibited benefits from entities and individuals doing business with the City, and by not disclosing the names of the entities and individuals from whom he had received benefits.

21. It was a part of the conspiracy and scheme that in or about April and May 2009, Defendant Rodriguez and M. P. would attempt to defraud San Antonio National Bank by creating fictitious, backdated RPS proposals of \$143,205 and fictitious, backdated \$72,718.98 RPS invoices with intent to lie to the bank and steal loan proceeds.

22. It was a part of the conspiracy and scheme that on or about May 7, 2009, Defendant Rodriguez would lie to FBI investigators by stating he had no affiliation with RPS and by falsely stating L. O. was the owner of RPS.

23. It was a part of the conspiracy and scheme that Defendant Rodriguez would attempt to obstruct an FBI investigation by telling L. O. to falsely advise anyone who asked

her about RPS that she was its owner.

24. It was a part of the conspiracy and scheme that the United States Postal Service, interstate wire communications systems, and other facilities in interstate commerce would be used to establish, promote, and carry on the fraud and unlawful activity.

Overt acts

25. In furtherance of the conspiracy and scheme and to effect the objects and purposes thereof, Defendants Rodriguez and De Leon committed the following overt acts and others:

a. On or about August 4, 2005, Defendant De Leon deposited \$15,000 into his bank account;

b. On or about March 21, 2007, Defendant Rodriguez transmitted an email containing an IRS Form W-9 Request for Taxpayer Identification Number and Certification relating to RPS to Nashville, Tennessee;

c. On or about December 6, 2007, Defendant Rodriguez caused an \$11,000 RPS check to be delivered to a Cadillac automobile dealership for a down payment on a Hummer automobile;

d. On or about December 8, 2007, Defendant De Leon signed his sister's name to a \$9,000 RPS check and delivered it to a Mercedes automobile dealership for a down payment on a Mercedes automobile;

e. On or about January 23, 2008, Defendant De Leon

made an entry in a City computer reversing a \$2,532.50 charge assessed against a permit applicant;

f. On or about September 26, 2008, Defendant De Leon deposited \$16,185.37 in checks to the RPS bank account;

g. On or about November 12, 2008, Defendant Rodriguez deposited a \$7,136 RPS check made payable to L. O. into his Bank of America account;

h. On or about November 14, 2008, Defendant Rodriguez created and submitted a \$685 RPS invoice to Pape Dawson, Re: ASU Conditional Permit;

i. On or about March 16, 2009, Defendant De Leon debited the RPS account for a \$165.09 purchase at Mamacita's restaurant; and

j. On or about May 7, 2009 Defendant Rodriguez told the FBI he had no affiliation with RPS.

A violation of Title 18, United States Code, Section 371.

COUNTS TWO THROUGH NINE
[18 U.S.C. §§ 1341 and 1343]

1. Paragraphs one through 23 of Count One are incorporated into these counts as if set forth fully herein.

2. On or about each of the following dates in the Western District of Texas, Defendants,

OSCAR GILBERTO RODRIGUEZ,
FERNANDO JOSE DE LEON,

having devised and intending to devise the aforesaid scheme and

for the purpose of executing it, did place in an authorized depository for mail matter to be sent and delivered by the United States Postal Service and knowingly did cause to be delivered by mail according to the direction thereon the following mail matters:

<u>COUNT</u>	<u>Date</u>	<u>Matter</u>
TWO	10/15/08	Check Main Event Entertainment to Pape Dawson, \$52,986.55
	10/20/08	Invoice #810549, Pape Dawson to Matheson Tri-Gas, \$13,002.10
THREE	10/22/08	Invoice #810598, Pape Dawson to Huebner 1604 Partners, \$2,875.95
FOUR	11/21/08	Invoice #811522, Pape Dawson to Thomas Enterprises, \$7067.68
	11/21/08	Invoice #811532, Pape Dawson to Matheson Tri-Gas, \$16,971.45
	11/21/08	Check Huebner 1604 Partners to Pape Dawson, \$2,875.95
FIVE	12/17/08	Invoice #812408, Pape Dawson to Bill Miller Barbeque \$1,558.47
	12/17/08	Invoice #812409, Pape Dawson to Bill Miller Barbeque, \$1,239.60
SIX	02/09/09	Check to Pape Dawson from Bill Miller Barbeque, \$125,043.80
SEVEN	03/17/09	Invoice #903402, Pape Dawson to Bill Miller Barbecue, \$1,875
	03/17/09	Invoice #903399, Pape Dawson to Rainbow Daycare, \$2,183.50
	07/08/09	Check Matheson Tri-Gas to Pape Dawson, \$22,460.10

EIGHT 08/27/09 Check Bill Miller Barbeque
to Pape Dawson, \$1,239.60

01/25/12 Check Rainbow Daycare
to Pape Dawson, \$2,183.50

3. On or about each of the following dates in the Western
District of Texas, Defendants,

OSCAR GILBERTO RODRIGUEZ,
FERNANDO JOSE DE LEON,

having devised and intending to devise the aforesaid scheme and
for the purpose of executing it, knowingly did cause to be
transmitted by means of wire in interstate commerce, writings,
signs, signals, pictures, and sounds relating to the following
matter:

<u>COUNT</u>	<u>Date</u>	<u>Matter</u>
NINE	10/09/08	Email chain - Defendant De Leon to City officials to De Leon to Defendant Rodriguez, Re: ASU
	12/01/08	Email chain - Pape Dawson/accounts payable
	02/10/10	\$150,000 wire JPMorgan Chase Bank, New York, Re: Thomas Enterprises

All in violation of Title 18, United States Code, Sections
1341 and 1343.

COUNTS TEN THROUGH TWELVE
[18 U.S.C. § 1952(a)(3)]

1. Paragraphs one through ten of Count One are incorporated
into these counts as if set forth fully herein.

2. On or about the dates stated, in the Western District of
Texas, Defendants,

OSCAR GILBERTO RODRIGUEZ,
FERNANDO JOSE DE LEON,

did use the United States mail with intent to carry on unlawful activity, that is, violations of Texas Penal Code, Sections 32.43, 36.02, 36.08 and 36.09, and thereafter did perform and attempt to perform the acts described below and others to carry on and facilitate the unlawful activity:

<u>COUNT</u>	<u>Date</u>	<u>Mail matter</u>	<u>Subsequent act in furtherance</u>
TEN	10/20/08	Check Matheson Tri-Gas to Pape Dawson, \$20,439.79	\$600 ATM withdrawal RPS account at IBC
	11/21/08	Invoices #811533/#811534 Pape Dawson to Bill Miller Barbecue, \$3,905/\$5,575	\$1,200 ATM withdrawal RPS account at IBC
11	12/17/08	Invoice #812399 Pape Dawson to Thomas Enterprises, \$6,280.63	\$600 ATM withdrawal RPS account at IBC
12	01/08/09	Check Matheson Tri-Gas to Pape Dawson, \$16,971.45	\$177.81 purchase food/service La Margarita
	04/07/09	Check Bill Miller Barbecue to Pape Dawson, \$45,917.16	\$468.81 purchase food/service Saltgrass

All in violation of Title 18, United States Code, Section 1952(a)(3).

COUNTS 13 THROUGH 14
[18 U.S.C. § 1956(a)(1)(B)(i)]

On or about each of the dates set forth below in the Western District of Texas, the designated Defendants, knowingly did conduct a financial transaction in and affecting interstate

commerce and involving a financial institution engaged in interstate commerce which transaction involved the proceeds of specified unlawful activity, that is, Mail Fraud in violation of 18 U.S.C. 1341, Wire Fraud in violation of 18 United States Code, Section 1343, and Use of the U.S. Mail or Interstate Facilities to Facilitate Unlawful Activity in violation of 18 U.S.C. 1952, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, and the Defendants knew that the property involved in the transactions represented the proceeds of some form of unlawful activity:

<u>COUNT</u>	<u>DATE</u>	<u>DEFENDANT</u>	<u>FINANCIAL TRANSACTION</u>
13	09/18/08	FERNANDO JOSE DE LEON	\$1,200 currency deposit to International Bank of Commerce account #4557 of Defendant De Leon
	03/09/09	FERNANDO JOSE DE LEON	\$2,000 deposit, including \$1,500 currency, to International Bank of Commerce account #7306 of Defendant De Leon
14	09/24/08	OSCAR GILBERTO RODRIGUEZ	\$10,725 transfer by RPS check to R. C., Re: 08-09 Spurs
	10/15/08	OSCAR GILBERTO RODRIGUEZ	\$10,234.25 transfer by RPS check to the San Antonio Spurs

All in violation of Title 18, United States Code, Section 1956(a)(1)(B)(I).

Landscape design

COUNTS 15 THROUGH 17

[18 U.S.C. §§ 1341 and 1343]

1. Paragraphs three, and seven of Count One are incorporated into these counts as if set forth fully herein.
2. H. W. was a landscape designer, who, while previously employed by a San Antonio architecture firm, worked with Pape-Dawson and Defendant Oscar Gilberto Rodriguez on various projects. H. W. was familiar with City ordinances and codes regulating trees and vegetation, irrigation, and drainage.
3. In or about 2006, Defendant Rodriguez contacted H. W. and requested that she perform landscape design work for Pape-Dawson and its clients on a project by project basis. H. W. agreed. H. W. would prepare plans for clients taking into account City ordinances and codes and would consult Defendant Rodriguez and City reviewers.
4. Beginning in or about 2006 and continuing until in or about 2009, Defendant Rodriguez devised and intended to devise a scheme to defraud Pape Dawson and its clients, of money, property and the intangible right of honest services, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises.
5. The scheme was to solicit and exact cash bribes from H. W. To induce H. W. to make the cash payments, Defendant

Rodriguez conditioned her receipt of Pape Dawson work assignments upon her agreement to kickback a portion of the money she received from Pape Dawson to Rodriguez.

6. It was a part of the scheme that Defendant Rodriguez advised H. W. she was not billing Pape Dawson and its clients enough and instructed her to increase the fees charged in her invoices.

7. It was a part of the scheme that, after H. W. submitted a few invoices to Pape Dawson, Defendant Rodriguez began creating computer generated H. W. invoices, fraudulently inflating the invoices to include money for Defendant Rodriguez' bribes/kickbacks.

8. It was a part of the scheme that Defendant Rodriguez would present the fraudulently inflated invoices to Pape Dawson supervisors and accounting personnel as valid obligations, would urge the accounting department to issue checks to H. W., and would cause Pape Dawson clients to be billed for the cost of his bribes/kickbacks.

9. It was a part of the scheme that Defendant Rodriguez would direct the accounting department deliver to him checks issued to H. W., would instruct H. W. to meet him to pick up the checks, and then would direct H. W. to pay him large portions of the money.

10. It was a part of the scheme that H. W. wrote personal

checks to Defendant Rodriguez in payment of the bribes/kickbacks and in amounts dictated by Rodriguez.

11. It was a part of the scheme that approximately \$23,387.50 was stolen from Pape Dawson and its clients and converted by Defendant Rodriguez as income tax free bribes/kickbacks.

12. On or about each of the following dates in the Western District of Texas, Defendant,

OSCAR GILBERTO RODRIGUEZ,

having devised and intending to devise the aforesaid scheme and for the purpose of executing it, did place and cause to be placed in an authorized depository for mail matter to be sent and delivered by the United States Postal Service and knowingly did cause to be delivered by mail according to the direction thereon the following mail matters:

<u>COUNT</u>	<u>Date</u>	<u>Matter</u>
15	10/20/08	Invoice #810543, Pape Dawson to Main Event Entertainment, \$38,504.73
16	12/17/08	Invoice #812403, Pape Dawson to Rainbow Station Day Care, \$14,892.81
	12/17/08	Invoice #812407, Pape Dawson to Matheson Tri-Gas, \$11,275.07
17	01/09/09	Check to Pape Dawson from Main Event Entertainment, \$40,423.05
	01/21/09	Check to Pape Dawson from Matheson Tri-Gas, \$11,275.07
	03/27/09	Check to Pape Dawson

from Main Event Entertainment, \$29,020.40

13. On or about each of the following dates in the Western District of Texas, Defendant,

OSCAR GILBERTO RODRIGUEZ,

having devised and intending to devise the aforesaid scheme and for the purpose of executing it, knowingly did cause to be transmitted by means of wire in interstate commerce, writings, signs, signals, pictures, and sounds relating to the following matters:

<u>COUNT</u>	<u>Date</u>	<u>Matter</u>
18	11/13/08	Email chain - H. W. to Defendant Rodriguez to Pape Dawson, Re: ASU
	12/15/08	Email - H. W. to Defendant Rodriguez Re: Rainbow Day Care

All in violation of Title 18, United States Code, Sections 1341 and 1343.

COUNTS 19 THROUGH 20
[18 U.S.C. § 1952(a)(3)]

On or about the dates stated, in the Western District of Texas, Defendant,

OSCAR GILBERTO RODRIGUEZ,

did use facilities in interstate commerce and the United States mail with intent to promote and carry on the unlawful activity of soliciting and accepting commercial bribes in violation of Texas Penal Code Section 32.43(b) and thereafter did perform and attempt to perform the acts described below and others to carry

on and facilitate the unlawful activity:

<u>COUNT</u>	<u>Date</u>	<u>Mail matter/ Interstate facility</u>	<u>Subsequent act in furtherance</u>
19	09/23/08	Email exchange between H. W. and Pape Dawson Re: Main Event and ASU Technology	Deposit of \$1,600 check from H. W. into JPMorgan Chase Bank account of Defendant Rodriguez
20	11/25/08	Invoice #811552, Pape Dawson to Main Event Entertainment \$29,020.40	Deposit of \$1,800 check from H. W. into JPMorgan Chase Bank account of Defendant Rodriguez

All in violation of Title 18, United States Code, Section
1952(a)(3).

City of San Antonio contract

COUNT 21

[18 U.S.C. 666(a)(2)]

1. The City of San Antonio was a local government and a political subdivision of the State of Texas.
2. The Neighborhood Services Department was a department of the City of San Antonio.
3. Defendant Irene Avina Morales was employed by the City of San Antonio in the Neighborhood Services Department.
4. Defendant Oscar Gilberto Rodriguez was employed by a San Antonio engineering firm and was substantially involved engineering, construction, and related projects regulated by the City of San Antonio.
5. Beginning in or about June 2008 and continuing until on

or about August 9, 2009, in the Western District of Texas,
Defendant,

OSCAR GILBERTO RODRIGUEZ,

and others aiding and abetting one another, with intent to influence and reward Irene Avina, an agent of the City of San Antonio, a government agency that in any one year period received benefits in excess of \$10,000 under a Federal program involving grants, contracts, subsidies, loans, guarantees, insurance, and other forms of Federal assistance, in connection with business and a transaction of the City of San Antonio involving a thing of value of \$5,000 or more, that is, the award of a contract of approximately \$26,040 for lot clean up on Maridel Avenue, corruptly offered and gave to Irene Avina a thing of value, that is, approximately \$5,100.

A violation of Title 18, United States Code, Section 666(a)(2).

COUNT 22

[18 U.S.C. 666(a)(1)(B)]

Beginning in or about June 2008 and continuing until on or about August 9, 2009, in the Western District of Texas,
Defendant,

IRENE AVINA MORALES,

an agent of the City of San Antonio, a government agency that in any one year period received benefits in excess of \$10,000 under a Federal program involving grants, contracts, subsidies, loans,

guarantees, insurance, and other forms of Federal assistance, intending to be influenced and rewarded in connection with business and a transaction of the City of San Antonio involving a thing of value of \$5,000 or more, that is, a contract of approximately \$26,040 for lot clean up on Maridel Avenue, corruptly agreed to accept and accepted a thing of value, that is, approximately \$5,100 from another person.

A violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT 23

[18 U.S.C. § 1956(a)(1)(B)(i)]

On or about September 9, 2008, in the Western District of Texas, Defendant,

IRENE AVINA MORALES,

knowingly did conduct a financial transaction in and affecting interstate commerce and involving a financial institution engaged in interstate commerce, that is, the transfer of approximately \$1,000 from K. S. to the Defendant, which transaction involved the proceeds of specified unlawful activity, that is, violations of Title 18, United States Code, Section 666, related to Bribery concerning programs receiving Federal funds, knowing that the transaction was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, and the Defendant knew that the property involved in the transactions represented

the proceeds of some form of unlawful activity.

A violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

San Antonio National Bank

COUNT 24
[18 U.S.C. § 371]

1. San Antonio National Bank was a national bank chartered by the Comptroller of the Currency, a member bank of the Federal Reserve System, and a depository institution the accounts of which were insured by the Federal Deposit Insurance Corporation.

2. M. P. was a San Antonio, Texas, contractor/developer, who conducted business through various closely held companies. In or about April 2008, M. P., through his company HTG Real Property Management, Inc., obtained an agreement from San Antonio National Bank to loan up to \$1,803,375 to finance infrastructure improvements on a parcel of raw land to be developed as Sundown Canyon. Loan proceeds were to be advanced to M. P.'s company based upon the company submission of draw requests proving that costs had been incurred toward improving Sundown Canyon.

3. M. P.'s company pledged the Sundown Canyon land, which was not owned by M. P. or his company, as collateral and represented to the bank that draw requests for the loan money would be made only for expenses, materials, supplies, equipment, and labor incorporated into completed Sundown Canyon improvements

or delivered to Sundown Canyon for use in improvements, plus costs and fees approved by the bank. M. P. and his company also represented that loan proceeds would not be used for any other purpose.

4. In or about April and May 2009, in the Western District of Texas, Defendant,

OSCAR GILBERTO RODRIGUEZ,

conspired to commit Bank Fraud against San Antonio National Bank in violation of 18 U.S.C. § 1344 and to Make False Statements to Influence Lending Decisions of the bank in violation of 18 U.S.C. § 1014.

5. The conspiracy and scheme were to fraudulently influence the bank's lending decisions and steal its money by creating and submitting to the bank fictitious documents falsely indicating that M. P.'s company had paid Rapid Permit Services (RPS) \$72,718.98 for Sun Down Canyon permits and fees, was obligated to pay RPS a total of \$143,205, and was thereby entitled to draw loan money from the bank as reimbursement.

6. It was a part of the conspiracy and scheme:

a. That in late April 2009, M. P. would solicit Defendant Rodriguez to fabricate a proposal indicating M. P.'s company previously authorized Pape Dawson to spend \$143,205 for permits and fees on Sun Down Canyon and a \$72,718.98 invoice indicating Pape Dawson had been paid that sum and would direct

that the documents be backdated to November 15, 2008;

b. That on or about May 4, 2009, Defendant Rodriguez knowingly would create a fictitious \$143,205 RPS proposal for the payment of government fees and permits by M. P.'s company to RPS that would be backdated to November 15, 2008 and signed by M. P. on behalf of his company, as well as a fictitious \$72,718.98 RPS invoice backdated to March 20, 2009, indicating that M. P.'s company paid RPS for government fees and permits by check;

c. That on or about May 5, 2009, Defendant Rodriguez, while meeting with M. P. and at his direction, would again backdate the fictitious \$143,205 RPS proposal, this time to November 20, 2008, and would create a new fictitious \$72,718.98 RPS invoice backdated to January 12, 2009; and

d. That on or about May 5, 2009, Defendant Rodriguez would have M. P. sign the purported proposal on behalf of his company and would provide M. P. with a copy of the fictitious proposal and invoice for presentation to San Antonio National Bank.

7. In furtherance of the conspiracy and to effect its objects and purposes, M. P. and Defendant Rodriguez committed the following overt acts:

a. On or about May 1, 2009, M. P. provided Defendant Rodriguez dates and figures to be included in a fabricated proposal and an invoice;

b. On or about May 4, 2009, Defendant Rodriguez fabricated a fictitious proposal and a fictitious invoice;

c. On or about May 5, 2009, Defendant Rodriguez met M. P. in Defendant Rodriguez' office; and

d. On or about May 5, 2009, Defendant Rodriguez fabricated a Rapid Permit Services proposal and invoice and provided them to M. P..

A violation of Title 18, United States Code, Section 371.

COUNT 25

[18 U.S.C. § 1001(a)(2)]

On or about May 7, 2009, in the Western District of Texas, and elsewhere, Defendant,

OSCAR GILBERTO RODRIGUEZ,
in a matter within the jurisdiction of the Federal Bureau of Investigation, that is, an investigation of alleged fraud against a federally insured financial institution, knowingly and willfully made materially false, fictitious, and fraudulent statements and representations:

a. Defendant Rodriguez stated he was not affiliated with Rapid Permit Services, when in truth, as the Defendant then well knew, he was affiliated with Rapid Permit Services and had been so affiliated for years;

b. Defendant Rodriguez stated Rapid Permit Services was owned by L. O., when in truth, as the Defendant then well knew, L. O. did not own Rapid Permit Services; and

c. Defendant Rodriguez stated he advised L. O. that he intended to use her company (Rapid Permit Services) invoice to create an invoice for someone for permits and fees and advised L. O. of the numbers/amounts to be placed in the invoice, when in truth, as the Defendant then well knew, Rapid Permit Services was not L. O.'s company, Defendant Rodriguez had not advised L. O. that he intended to use her company (Rapid Permit Services) invoice and did not provide her the numbers of the invoice.

A violation of Title 18, United States Code, Section 1001(a)(2).

COUNT 26
[18 U.S.C. § 1512(b)(1)&(3)]

On or about May 7, 2009, in the Western District of Texas, and elsewhere, Defendant,

OSCAR GILBERTO RODRIGUEZ,

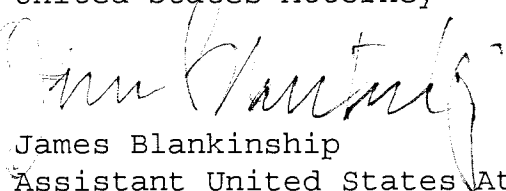
with intent to hinder and prevent the communication of information relating to the commission and possible commission of a Federal offense to a law enforcement officer of the United States and with intent to prevent and influence the testimony of a witness in an official proceeding, knowingly and corruptly attempted to persuade L. O. to falsely state that she was the owner of Rapid Permit Services.

A violation of Title 18, United States Code, Section 1512(b)(1) and (3).

A TRUE BILL

Foreperson of the Grand Jury

Robert Pitman
United States Attorney


James Blankinship
Assistant United States Attorney